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**RFP NOTICE No.- 105/CDA/Dated 07.01.2021**

**REQUEST FOR PROPOSAL (RFP)**

**For Appointment of Independent Team of Engineers for  
implementation of Affordable Housing Project at Naranpur,  
Cuttack.**



**CUTTACK DEVELOPMENT AUTHORITY**

**ARUNODAYA BHAWAN, LINK ROAD, CUTTACK -12**

**TEL: (0671) 2312299 URL : [cdacuttack.nic.in](http://cdacuttack.nic.in)**

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## **Letter of Invitation (LoI)**

1. Sealed Tenders are invited by Secretary, Cuttack Development Authority, Govt. of Odisha, here after referred as "The Client" for Appointment of Independent Team of Engineers for implementation of Affordable Housing Project at Naranpur, Cuttack being executed through PPP mode from interested, qualified, experienced, registered and eligible Firm/Company/Organization of Govt./Semi-Govt./Private/Govt. Undertaking or Enterprise, hereinafter mentioned as "Agency" fulfilling the eligibility criteria mentioned in the RFP.
2. **Pre-bid meeting** will be held on **22/01/2021 at 03:30 P.M** in the Conference Hall of Cuttack Development Authority. The Bidders shall submit their proposals latest by **18/02/2021 up to 3.00 P.M.** (Proposal Due Date hereinafter referred to as PDD)
3. The Technical Proposal shall be opened on **18/02/2021 at 04:00 P.M** in the presence of representatives of bidders at office of the Secretary.
4. **The CDA reserves its right to cancel/ suspend the process at any stage without assigning any reasons.**
5. Interested Bidders may obtain further information from the office of:

**Address:**

Secretary,  
Cuttack Development Authority,  
Arunodaya Bhawan, Link Road,  
Cuttack -12, Tel: (0671) 2312299

**Sd/-**

**Secretary  
Cuttack Development Authority**

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## 1. INTRODUCTION

### 1.1 Background of Projects:

#### a) Affordable Housing Project at Naranpur, Cuttack: -

CDA has identified 11.48 acres of land in Cuttack for which it proposes to identify a private developer to develop affordable housing units for the economically weaker section on 7.84 acres and the developer would have a right to construct residential housing project or commercial development on balance land parcel of 3.64 acres in accordance with Applicable Laws and the Development Agreement ("Project"). CDA proposes to develop the 'Project' through Public Private Partnership (PPP) model with participation of a Developer under Model III of the "Policy on Housing for All in Urban Areas", 2015. The total land area of 11.48 acres ("Project Area") is divided into (i) Affordable Housing Area (AHP Area) of 7.84 acres and (ii) Developer Area of 3.64 acres.

CDA has signed a Development Agreement with M/s Riverfront Developers Private Limited (Project SPV incorporated by Consortium of M/s Dilip Constructions (P) Ltd. and M/s SCS Constructions India Pvt. Ltd.) to undertake this project. The Developer shall be responsible to construct and handback to CDA, free of cost, AHP Assets, including 550 EWS units, 320 LIG Units and Infrastructure Facilities on the Affordable Housing Area within 30 months.

During such time, CDA and the Developer will jointly appoint an Independent Team of Engineers who shall be required to act independently, reasonably, fairly and expeditiously during the construction period of 30 months, to facilitate the timely completion of the affordable housing units in a sound and timely manner.

**1.2 Request for Proposal:** The Client Invites Proposals (the "Proposals") for Appointment of Independent Team of Engineers for implementation of Affordable Housing Project at Naranpur, Cuttack being executed through PPP mode.

**1.3 Validity of the Proposal:** The proposal shall be valid for a period of not less than 180 (one hundred eighty) days from the last date of submission of proposal ("Proposal Due Date").

**1.4 Brief description of the Selection Process:** The Client shall adopt a two stage selection process in evaluating the Proposals. In the first stage Technical Evaluation will be carried out with respect to minimum eligibility criteria set out in clause no 2.1.1, 2.1.2 and Clause 3.1. Based on this technical evaluation, a list of short-listed bidders shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores based on Combined Quality and Cost Based Selection (CQCBS) as specified in Clause 3.4. The first ranked bidder (the "Selected

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Bidder") shall be selected for negotiation while the proposal of the second ranked bidder will be kept in reserve.

**1.5 Currency rate and payment:** All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

**1.6 Schedule of Selection Process:**The Client would endeavour to adhere to the following schedule

Sl.No.	Event Description	Date & Time
1	Date of Publication of RFP	08/01/2021
2	Pre-bid meeting	22/01/2021 at 03:30 P.M.
3	Proposal Due date(PDD)	18/02/2021 at 3:00 P.M.
4	Date of Technical Opening	18/02/2021at 4:00 P.M.
5	Date of Presentation	To be intimated later
6	Date of Financial Opening	To be intimated later

**1.7 Pre-Proposal Conference/Pre-bid meeting:**

The date, time and venue of Pre-Proposal /Pre Bid Conference shall be:

Date: 22/01/2021, Time: 03:30 P.M.

Venue: Conference Hall,

Cuttack Development Authority

ArunodayaBhawan, Link Road,

Cuttack -12, Tel: (0671) 2312299

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## 2. INSTRUCTIONS TO BIDDERS

### A. General

#### 2.1 Conditions of Eligibility of Bidders

2.1.1 Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

- a) Experience in undertaking at least 2 Independent Team of Engineers work/project / assignment for construction of residential/ commercial/ institutional real estate projects of a Project Cost at least INR 15 crores (excluding cost of land), in last 5 financial years immediately preceding the bid due date.
- b) Must be a Firm registered/incorporated in India or a consortium of firms registered/incorporated in India
- c) Bidder should have average turnover of at least of Rs. 4 Cr. from consultancy business in last three years. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover in the form of audited financial statements signed by Chartered Accountant for the last three financial years along with their Technical Proposal
- d) Proposal of bidders who do not fulfill any of the criteria laid down in 2.1.1(a), (b) AND(c) will stand rejected forthwith and no further processing would be undertaken since these are minimum qualifying criteria. However Technical Bids of the qualified Bidder as per Clause no.2.1.1(a), (b) & (c) shall be evaluated for CVs of Key Personnel, Approach & Methodology details of which are given in Clause no.3.1.2 & 3.1.3

Conditions for Key Personnel:

Each of the Key Personnel must fulfill the Conditions specified below:

Sr. No.	Position	No of Man month	Qualification & Experience
1	Team Leader/. Project Manager  (One No.)	30 (Thirty)	Minimum Qualification required: B.Tech in Civil / Structural Engineering from institute recognized by AICTE  Minimum Experience required: Atleast15 years of experience in field of on-site construction management / project implementation in the real estate sector and with experience of working on atleast2 housing projects of project cost of atleast INR 15 crores (excluding cost of land), 5 years immediately preceding the bid due date

Sr. No.	Position	No of Man month	Qualification & Experience
2	Senior Architect (One No.)	18(Eighteen)	<p>Minimum Qualification required: B. Arch from institute recognized by AICTE</p> <p>Minimum Experience required: Atleast10 years of experience in field of project design and / or implementation in the real estate sector and with experience of working on atleast2 housing project of at least INR 10 crores (excluding cost of land), 5 years immediately preceding the bid due date.</p>
3	Junior Architect (One No.)	30 (Thirty)	<p>Minimum Qualification required: B.Arch from institute recognized by AICTE</p> <p>Minimum Experience required: At least 5 years of experience in field of project design and / or implementation in the real estate sector and with experience of working on at least 1 housing project of at least INR 5 crores (excluding cost of land), 3 years immediately preceding the bid due date</p>
4	Project Engineer Civil (Four Nos)	<p>Minimum 12 months each</p> <p>At any point of time, any 2 Project Engineers must be working on the project</p>	<p>Minimum Qualification required: B.Tech in Civil / Structural Engineering from institute recognized by AICTE</p> <p>Minimum Experience required: Atleast7 Years of experience in field of on-site construction oversee in construction projects and with experience of working on at least 1 construction project of at least INR 5crores (excluding cost of land), 5 years immediately preceding the bid due date.</p>
5	Project Engineer	Minimum 12	Minimum Qualification required: B.Tech in Electrical/Mechanical

Sr. No.	Position	No of Man month	Qualification & Experience
	MEP (2 Nos)	months each  At any point of time, any 1 Project Engineer must be working on the project	Engineering from institute recognized by AICTE  Minimum Experience required: At least 7 Years of experience in field of on-site construction oversee in construction projects and with experience of working on at least 1 construction project of at least INR 5 crores (excluding cost of land), 5 years immediately preceding the bid due date.

Note: - Person having qualification and experience less than the prescribed Qualification and experience in the RFP will be will be marked as nil.

It may be noted that the Project Manager and the Architect proposed for the Project shall be available for the entire duration of the Project. Replacement of Key personnel during the period of the assignment should be with same or higher qualification with due approval of the Authority.

2.1.2 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Bidder).

**2.2 Conflict of Interest:** Bidder shall not have a conflict of interest that may affect the Selection Process or the assignment (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client shall have the right to forfeit and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.

**2.3 Number of Proposals:** No Bidder or its Associate shall submit more than one Proposal.

**2.4 Cost of Proposal:** The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to the Client, Project site etc. The Client will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

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**2.5 Due Diligence by Bidder:** Bidders are encouraged to submit their respective Proposals after ascertaining for all matter considered relevant to them.

**2.6 Right to reject any or all RFPs**

- 2.6.1 Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.6.2 Without prejudice to the generality of Clause 2.6.1, the Client reserves the right to reject any Proposal if(a) At any time, a material misrepresentation is made or uncovered, or (b) The Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- 2.6.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Client reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

**B. Documents**

**2.7 Contents of the RFP**

2.7.1. This RFP comprises the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.9;

**Request for Proposal**

- Introduction
- Instructions to Bidders
- Criteria for Evaluation
- Fraud and corrupt practices
- Pre-Proposal Conference/Pre-bid Meeting
- Miscellaneous

**Annexures:**

- Annexure I: Terms of Reference
- Annexure II: Cover Letter
- Annexure III: Statement of Legal Capacity
- Annexure IV: Power of Attorney
- Annexure V: Details of Bidder
- Annexure VI: Financial Qualification of Bidder
- Annexure VII: Eligible Project Experience



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- Annexure VIII: CV of Key Personnel
  - Annexure IX: Legally binding signed declaration of undertaking
  - Annexure X: Salient Aspect of Technical Proposal
  - Annexure XI: Financial Proposal
  - Annexure XII: Format of the EMD

## **2.8 Clarifications**

- 2.8.1 Bidders requiring any clarification on the RFP may send their queries to the Client in writing/through e-mail before the date of pre bid meeting. The emails shall clearly bear the following identification: "Queries/Request for Additional Information concerning RFP for selection of Consultant for Appointment of Independent Team of Engineers for implementation of Affordable Housing Project at Naranpur, Cuttack Project being executed through PPP mode ".The Client shall endeavour to respond to the queries during Pre-bid meeting.
- 2.8.2 The Client reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Client to respond to any question/s or to provide any clarification/s.
- 2.8.3 The Minutes of the Pre-Bid Meeting shall form an integral part of the Contract.

## **2.9 Amendment of RFP**

- 2.9.1. At any time prior to the deadline for submission of RFP, the Client may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on its website and notification through email.
- 2.9.2. In order to afford the Bidders a reasonable time for taking into account the amendments/ addendum, or for any other reason, the Client may, in its sole discretion, extend the PDD.

## **C. Preparation and Submission of Proposal**

**2.10 Language:** The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly in the format provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case of any of these documents is in another language, it must preferably be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

## **2.11 Format and signing of RFP**

- 2.11.1. The Bidder shall provide all the information sought under this RFP. The Client would evaluate only those Proposals that are received in the specified format and complete in all respects.

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2.11.2. The Bidder shall prepare one original set of Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of Technical Proposal, along with Documents, marked "Copy". In the event of any discrepancy between the original and its copies, the original shall prevail. Bidder shall also submit copy of Technical Proposal in a CD/ DVD.

2.11.3. The Technical Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative(the "Authorized Representative") as detailed below:

- a) By a partner, in case of a partnership firm and/or a limited liability partnership;
- b) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

A copy of the Power of Attorney certified under the hands of a Partner or Director of the Bidder and notarized by a notary public in the form as specified in Annexure IV shall accompany the Proposal.

2.11.4. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.21.

## **2.12 Technical Proposal**

2.12.1. Bidders shall submit the technical proposal in the formats from Annexure II to Annexure X (the "Technical Proposal").

2.12.2. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) The Bid Security is provided;
- b) All forms are submitted in the prescribed formats and signed by the authorized signatories;
- c) Power of Attorney, is executed as per Applicable Laws;
- d) All the Annexures are filled and signed by Authorized Signatory along with all supporting documents as per Minimum Eligibility Criteria clause 2.1.1 & 2.1.2.
- e) CVs of all Key Personnel have been included;

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- f) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.1.2 of the RFP; The CV of each Key Personnel shall be submitted as per the format at Annexure VIII.
  - g) No alternative proposal for any Key Personnel is being made and CV for each position has been furnished;
  - h) Key Personnel would be available for the period indicated in the ToR;
  - i) No Key Personnel should have attained the age of 65 years at the time of submitting the proposal; and
  - j) The proposal is responsive in terms of Clause 2.19.3.
- 2.12.3. Failure to comply with the requirements spelt out in this Clause 2.12 shall make the Proposal liable to be rejected.
- 2.12.4. If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Client for a period of 3 (three) years. The award of work to the Bidder may also be liable to cancellation in such an event.
- k) The Client reserves the right to verify all statements, information,
  - l) and documents submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Client to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client there under.
- 2.12.5. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Client without the Client being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be.
- 2.12.6. In such an event, the Client shall have the right to forfeit and appropriate the Bid Security without prejudice to any other right or remedy that may be available to the Client.

### **2.13 Financial Proposal**

- 2.13.1. Bidders shall submit financial proposal (Financial Proposal) as per the format given in Annexure XI clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Bidder's Authorized Representative. In

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the event of any difference between figures and words, the amount indicated in words shall prevail.

2.13.2. While submitting the Financial Proposal, the Bidder shall ensure the following:

- a. All the costs associated with the assignment shall be included in the Financial Proposal.
- b. The Financial Proposal shall take into account all expenses and applicable tax.
- c. Costs shall be expressed in INR.

## **2.14 Submission of Proposal**

2.14.1. The Bidders shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. In case of any discrepancy between the version of the RFP submitted and the original RFP issued by the Client, the latter shall prevail.

2.14.2. The Proposal will be sealed in an outer envelope which will bear the address of the Client, RFP Notice number, name of assignment i.e. "RFP for Appointment of Independent Team of Engineers for implementation of Affordable Housing Project at Naranpur, Cuttack Project being executed through PPP mode" and the name, address and contact number of the Bidder. It shall bear on top, the following: **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE AUTHORIZED PERSON OF THE CLIENT"** If the envelope is not sealed and marked as instructed above, the Client assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

2.14.3. The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain the bid in the prescribed format Annexure II to X and the supporting documents.

2.14.4. The envelope marked "Financial Proposal" shall contain the financial Proposal in the prescribed format Annexure XI.

2.14.5. The completed Proposal must be delivered in hard copy on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.14.6. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

## **2.15 Proposal Due Date**

2.15.1. Proposal should be submitted on or before 04:00 PM on the PDD specified at Clause 1.7 at the address provided in Clause 1.7 in the manner and form as detailed in this RFP.

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2.15.2. The Client may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

## **2.16 Late Proposals**

2.16.1. Proposals received by the Client after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

## **2.17 Modification/ substitution/ withdrawal of Proposals**

2.17.1. The Prequalified Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Client prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the PDD.

2.17.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.14, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.17.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Client, shall be disregarded.

## **2.18 Bid Security**

2.18.1. The Bidder shall furnish as part of its Proposal, a bid security of Rs. 2,00,000/- (Rupees Two Lakh only) in the form of a Bank Guarantee as per Annexure XII of the RFP, issued by Nationalized/ Scheduled Banks in India in favor of the "Cuttack Development Authority" payable at Cuttack (the "Bid Security"), returnable not later than 180 days from PDD except in case of the two highest ranked Bidders. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180 (one hundred and eighty) days from the PDD.

2.18.2. The successful Bidder shall submit a Performance Guarantee for an amount equal to 10% of the value of the Contract in the form of a Bank Guarantee. The Performance Guarantee shall be returned, after the Consultancy Services by the Consultant.

2.18.3. The Client shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.18.4. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Client's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Client under the following conditions:

- a) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;

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- b) If a Bidder withdraws or modify its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
  - c) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.26 due to the reason solely attributed to the bidder; or
  - d) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.2; and
  - e) If the selected bidder commits breach of the Agreement

## **D. Evaluation Process**

### **2.19 Evaluation of Proposals**

- 2.19.1. The Client shall open the Proposals at 04.30 P.M. on the PDD, at the place specified in Clause 1.7 and in the presence of the Bidders who choose to attend. The envelopes marked "**Technical Proposal**" shall be opened first. The envelopes marked "**Financial Proposal**" shall be kept sealed for opening at a later stage.
- 2.19.2. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.
- 2.19.3. Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) The Technical Proposal is received in the format from Annexure II to Annexure X
  - b) It is received by the PDD including any extension thereof pursuant to Clause 2.15;
  - c) It is accompanied by the Bid Security as specified in Clause 2.18;
  - d) It is accompanied by the Power of Attorney;
  - e) It contains all the information (complete in all respects) as requested in the RFP;
  - f) It does not contain any condition or qualification; and
  - g) It is not non-responsive in terms hereof.
- 2.19.4. The Client reserves the right to reject any Proposal which is non responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Proposals.
- 2.19.5. The Client shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.4 and the criteria set out in Section 3 of this RFP.

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2.19.6. After the technical evaluation, the Client shall prepare a list of shortlisted Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all shortlisted Bidders for announcing the result of technical evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of shortlisted Bidders along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. the Client will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4. The Financial Proposal of Bidders whose bids are disqualified in technical evaluation will not be opened for financial evaluation.

2.19.7. Bidders are advised that selection shall be entirely at the discretion of the Client. Bidders will be deemed to have understood and agreed that the Client shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.19.8. Any information contained in the Proposal shall not in any way be construed as binding on the Client, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

**2.20 Confidentiality:** Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Client in relation to matters arising out of, or concerning the Selection Process. The Client shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. the Client may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Client or as may be required by law or in connection with any legal process.

## **2.21 Clarifications**

2.21.1. To facilitate evaluation of Proposals, the Client may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Client for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.

2.21.2. If any Bidder does not provide clarifications sought under Clause 2.21.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, THE CLIENT may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Client.

## **E. Appointment of Consultant**

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## **2.22 Negotiations**

2.22.1. The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally be related to the scope of work and Terms of Reference.

## **2.23 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Client, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

## **2.24 Award of Consultancy**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Client to the Selected Bidders and the Selected Bidders will, within 15 (Fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidders are not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

## **2.25 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidders, they will execute the Agreement within the period of 7 days from issuance of the LoA. The Selected Bidders will not be entitled to seek any deviation in the Agreement.

## **2.26 Commencement of assignment**

The Independent Team of Engineers shall commence the Services at the Project site within 30 (Thirty) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultants fail to either sign the Agreement as specified in Clause 2.25 or commence the assignment as specified herein, the Client may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated and the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.18.4.

## **2.27 Proprietary data**

Subject to the provisions of Clause 2.20, all documents and other information provided to the Client or submitted by any Bidder to the Client shall remain or become the property of the Client. Bidders are required to treat all information as strictly confidential. The Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultants to the Client in relation to the Consultancy shall be the property of the Client.

## **3. CRITERIA FOR EVALUATION**

### **3.1 Evaluation of Technical Proposals**



3.1.1. In the first stage Technical Proposal (Annexure II to X) will be evaluated on the basis of Minimum Eligibility Criteria set out in clause no. 2.1.1 and clause no. 2.1.1(a), (b) & 2.1.1(c). Those bidders whose bids would not qualify as per any of the eligibility criteria laid out in Clause nos.2.1.1(a), (b) and 2.1.1(c) out rightly rejected and no further evaluation will be done on Technical Proposal. Those Bidders who qualify their Technical Proposal will be evaluated on the basis of Bidder's Project Experience, understanding of TOR, proposed methodology and Work Plan as per Annexure X and the qualification and experience of Key Personnel as per Annexure VIII. Only those Bidders whose Technical Proposals get a score of 75 (Seventy-Five) marks or more out of 100 (hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2. The scoring criteria to be used for evaluation shall be as follows.

Sr. No.	Position/Criteria	Marks
1	<p>Key Personnel (as detailed in Clause 2.1.1)</p> <p>Project Manager / Team Leader (1 no.) - 24marks</p> <p>Senior Architect (1 no.) - 5 marks</p> <p>Junior Architect (1 No.) - 3 marks</p> <p>Project Engineer (6 nos.) -3 marks each</p> <p>The CVs would be evaluated on basis of qualification, overall experience and experience in eligible projects, as defined in the eligibility criteria above</p>	50
2	<p>Past Experience- to be evaluated based on number of projects undertaken and capital cost of the project (which should be at least Rs. 15 crores (excluding cost of land), as defined in Clause 2.1.1)</p>	30
2	<p><b>I. Approach &amp; Methodology-10 Marks</b></p> <p>a. Understanding of the scope of work (6 marks)</p> <p>b. Site appreciation(2 Marks)</p> <p>c. Proposed methodology of Consultant for undertaking the assignment(2 marks)</p> <p><b>II. Work Plan-5 Marks</b></p> <p><b>III. Manning Schedule-5 Marks</b></p> <p>Approach and Methodology, Work Plan and</p>	20

Sr. No.	Position/Criteria	Marks
	Manning Schedule shall be provided as per the formats given in Annexure X	
	<b>Total</b>	<b>100</b>

\*The Key Expert shall make a presentation on the proposed approach for undertaking the assignment and also demonstrate their capability to undertake the tasks proposed. Power Point Presentation shall be made only by the Key Expert. Any other representative of the Bidder shall not be permitted to make the presentation.

### 3.2 Short-listing of Bidders

Of the Bidders ranked as aforesaid in Clause 3.1.1, shall be short-listed for financial evaluation in the second stage.

### 3.3 Evaluation of Financial Proposal

3.3.1. In the third stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).

3.3.2. For financial evaluation, the total fee indicated in the financial proposal as per Annexure XI will be considered.

3.3.3. The Client will determine whether the Financial Proposal is complete, unqualified and unconditional. The fee indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The lowest Financial Proposal (FM) will be given a financial scoring (SF) of 100 points, the financial scores of other proposals will be computed as follows:

$$SF=100 \times FM/F$$

$$FM = \text{Lowest financial Proposal Amount}$$

$$F = \text{Amount of other Financial Proposal}$$

### 3.4 Combined Evaluation of Proposal

3.4.1. Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weightage of 80% (Eighty percent) and 20% (Twenty percent) respectively to the technical and financial scores of each evaluated qualifying Technical and Financial Proposals. The relevant combined total score for each Consultant Proposals will finally be ranked according to their combined technical scores (ST) as defined in clause 3.1.2 and financial (SF) scores as evaluate in clause 3.3.3 as follows:  $S = (0.80*ST + 0.20*SF)$  Where "S" is the combined score The Selected Bidder shall be the first ranked bidder (having the highest combined score). The second ranked bidder shall be kept in reserve and may be invited for as and when required.

## 4. FRAUD AND CORRUPT PRACTICES

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- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, the Client shall reject a RFP without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.
- 4.2 Without prejudice to the rights of the Client under Clause 4.1 here in above and the rights and remedies which the Client may have under the shortlisting process, if an Bidder is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice ,undesirable practice or restrictive practice during the Selection Process, or after the shortlisting process, such Bidder shall not be eligible to participate in any tender issued by the Client during a period of 3 (three) years from such date.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:

**"Corrupt practice:** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process or (ii)engaging in an manner whatsoever, whether during the Selection Process or after shortlisting ,as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

**"Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

**"Coercive practice:** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

**"Undesirable practice"** means establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing the outcome of the procedure for selection of bidders.

## 5. PRE-PROPOSAL CONFERENCE

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- 5.1. Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.
  - 5.2. During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Client. The Client shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## 6. MISCELLANEOUS

- 6.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2. The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - b) Consult with any Prequalified Bidder in order to receive clarification or further information;
  - c) Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Bidder; and/or
  - d) Independently verify, disqualify, reject and/or accept any and all submissions or other Information and/or evidence submitted by or on behalf of any Prequalified Bidder.
- 6.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in anyway related to or arising from the exercise of any rights and/or performance of any obligation here under, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4. The Client reserves the right to make inquiries with any of the clients listed by the Bidder in their previous experience record.
- 6.5. **Dispute resolution**
  - i. Any dispute arising out of this proposal which cannot be amicably settled between the parties shall be referred to the Vice Chairman, CDA who shall appoint an independent Arbitrator not connected with the affairs of both the parties.

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- ii. The proceeding shall be inconsonance with the Arbitration and Conciliation Act, 1996 amended from time to time.
  - iii. The Principal Civil Court at Cuttack shall have the jurisdiction to deal with issues(s) not covered under the Arbitration in exclusion of any other jurisdiction provided in any other Act(s).

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## ANNEXURE I: TERMS OF REFERENCE

### TERMS OF REFERENCE FOR THE INDEPENDENT TEAM OF ENGINEERS

#### 1 Scope

These Terms of Reference for the Independent Team of Engineers (the “TOR”) are being specified pursuant to the:-

- I. Development Agreement dated 29-09-2020 (the “**Agreement**”), which has been entered into between CDA and M/s Riverfront Development Pvt. Ltd. (the “**Developer**”) to undertake the development of the Project over 11.48 Acres at Naranpur, Cuttack under Model III of the Housing for All Policy of the Government of Odisha and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

- 1.2 This TOR shall apply to the rights and obligations of the Independent Team of Engineers for the AHP Assets, to be performed from the date of its appointment until the expiry of the AHP Construction Period, unless the appointment is revoked or the Development Agreement is terminated earlier.

#### 2 Definitions and interpretation

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3 The rules of interpretation of the Development Agreement shall apply, mutatis mutandis, to this TOR.

#### 3 Role and functions of the Independent Team of Engineers

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3.1 The role and functions of the Independent Team of Engineers shall include the following:

- i. review or assist CDA in the review of, as the case may be, any documents submitted by the Developer to ensure compliance with the **Agreement, Applicable Laws, Applicable Permits, AHP Requirements, the AHP Construction Plan, the AHP Construction Schedule, the EHS Plan, the Demarcation Plan, the EHS Standards and Good Industry Practices;**
- ii. review, inspection and monitoring of construction of the AHP Assets as per the Development Agreement;
- iii. **identify defects and/or deficiencies in the construction of AHP Assets and provide its comments / suggestions to the Developer for the rectification of the same;**
- iv. conducting inspection of the AHP Assets as per provision of the Development Agreement on completion of an AHP Construction Milestone and issuing AHP Milestone Completion Certificate as per the format provided in the Development Agreement;
- v. determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
- vi. assessing the cost of any Variation to the Agreement;
- vii. determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- viii. carrying out the safety & quality audits as per industry standards;
- ix. assisting the Parties in resolution of disputes;
- x. Periodic review of the progress done for the project by the developer and appraising the Authority about same.
- xi. **Mandatory submission of monthly progress reports to the Authority; and undertaking all other duties and functions in accordance with the Development Agreement.**

3.2 The Independent Team of Engineers shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practices.

#### **4 Conditions Precedent Period**

4.1 During the Conditions Precedent period, the Independent Team of Engineers shall

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undertake a review of the documents required by CDA or as prescribed in the Development Agreement to ensure compliance with the AHP Requirements and other provisions of the Development Agreement. The Independent Team of Engineers shall complete such review and send its comments/observations to CDA and the Developer as per timelines stipulated by CDA.

4.2 Upon reference by CDA, the Independent Team of Engineers shall review and comment on the Subcontracts, if any, with relation to construction of the AHP Assets.

## 5 Construction Period

5.1 In respect of the drawings and documents received by the Independent Team of Engineers for its review and comments during the AHP Construction Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.

5.2 The Independent Team of Engineers shall review the monthly progress report furnished by the Developer and send its comments thereon to CDA and the Developer.

5.3 The Independent Team of Engineers shall inspect the construction of AHP Assets once in every fortnight and make out a report of such inspection (the “**Inspection Report**”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of construction works with the AHP Requirements and other provisions of the Development Agreement. In a separate section of the Inspection Report, the Independent Team of Engineers shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the AHP Assets and provide its suggestions and comments for the rectification of the same. The Independent Team of Engineers shall send a copy of its Inspection Report to CDA and the Developer within 7 (seven) days of the inspection.

5.4 The Independent Team of Engineers may inspect the AHP Assets more than once in a fortnight if any lapses, defects or deficiencies require such inspections.

5.5 For determining that the construction works conform to the **Agreement, Applicable Laws, Applicable Permits, AHP Requirements, the AHP Construction Plan, the AHP Construction Schedule, the EHS Plan, the Demarcation Plan, the EHS Standards and Good Industry Practices**, the Independent Team of Engineers shall require the Developer to carry out, or cause to be carried out, necessary inspection, to be specified by the Independent



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Team of Engineers in accordance with Good Industry Practice for quality assurance. The Independent Team of Engineers shall issue necessary directions to the Developer for ensuring that the inspection is conducted in a fair and efficient manner, and shall monitor and review the results thereof.

- 5.6 The criteria for acceptance/ rejection of inspection results shall be determined by the Independent Team of Engineers. The inspection shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Developer for its own quality assurance in accordance with Good Industry Practice.
- 5.7 In the event that the Developer carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Team of Engineers shall require the Developer to carry out, or cause to be carried out, necessary inspection to determine that such remedial works have brought the construction works into conformity with the **Agreement, Applicable Laws, Applicable Permits, AHP Requirements, the AHP Construction Plan, the AHP Construction Schedule, the EHS Plan, the Demarcation Plan, the EHS Standards and Good Industry Practices**, and the provisions of this Paragraph 5 shall apply to such inspection.
- 5.8 In the event that the Developer fails to achieve any of the AHPConstruction Milestones, the Independent Team of Engineers shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Team of Engineers shall determine that completion of the construction of AHPAssets is not feasible within the time specified in the Agreement, it shall require the Developer to indicate the steps proposed to be taken to expedite progress, and the period within which the Scheduled Phase I AHPCompletion Date and/or the Scheduled AHPCompletion Date shall be achieved. Upon receipt of a report from the Developer, the Independent Team of Engineers shall review the same and send its comments to CDA and the Developer forthwith.
- 5.9 The Independent Team of Engineers will carry out the necessary Safety Audit as per provisions of the Development Agreement, EHS Plan, Safety Requirements, AHP Construction Plan and Applicable Laws and Applicable Permits, to ensure that the AHP Assets are safe and fir for purpose;
- 5.10 The Independent Team of Engineers shall be required to conduct inspection of the AHP Assets at every AHP Construction Milestone as per provision of the Development

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Agreement, identify any defects or deficiencies and provide suggestion and comments for their rectification until the same have been resolved, and upon their resolution, issue a AHP Milestone Completion Certificate as per the format provided in the Development Agreement;

5.11 If at any time during the AHP Construction Period, the Independent Team of Engineers determines that the Developer has not made adequate arrangements for the safety of workers and others concerned in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the others concerned, it shall make a recommendation to CDA forthwith, identifying the whole or part of the construction works that should be suspended for ensuring safety in respect thereof.

## **6. Defects Warranty Period**

a. The Independent Team of Engineers shall inspect the handed over AHP asset once every month (before the 20th day of each month) during the defects warranty period and prepare an Inspection report setting forth an overview of the status, quality and safety requirements. In a separate section of the Inspection report, the Independent Team of Engineers shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the Project. The Independent Team of Engineers shall send a copy of its inspection report to CDA and the Developer within 7 days of the inspection.

b. The Independent Team of Engineers may inspect the Project more than once in a month, if any lapses, defects or deficiencies require such inspections.

c. The Independent Team of Engineers shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the damages if any payable by the Developer to CDA for such delay.

d. The Independent Team of Engineers shall monitor and review the rectification of defects and deficiencies by the Developer.

## **7 Determination of costs and time**

7.1 The Independent Team of Engineers shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

7.2 The Independent Team of Engineers shall determine the period, or any extension thereof,

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that is required to be determined by it under the Agreement.

## **8 Penalties for Delay**

If the Agency fails to perform any of the Services under this Contract within the requisite time period, for reasons he must warrant, the Authority shall, unless the Special Conditions Include derogation, be authorized to inflict a penalty of 0.5% of the Order Value for every week of delay, subject to a cap of 8% of the Contract Value.

## **9. Assistance in Dispute resolution**

9.1 When called upon by either Party in the event of any Dispute, the Independent Team of Engineers shall mediate and assist the Parties in arriving at an amicable settlement.

9.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Team of Engineers shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature. The Independent Team of Engineers will also undertake an assessment of cost of construction of AHP Assets constructed till such time, in case of Termination events.

## **10 Other duties and functions**

The Independent Team of Engineers shall perform all other duties and functions specified in the Agreement.

## **11 Miscellaneous**

11.1 The Independent Team of Engineers shall notify its programme of inspection to CDA and to the Developer, who may, in their discretion, depute their respective representatives to be present during the inspection.

11.2 A copy of all communications, comments, instructions, documents sent by the Independent Team of Engineers to the Developer pursuant to this TOR, and a copy of all the inspection results with comments of the Independent Team of Engineers thereon shall be furnished by the Independent Team of Engineers to CDA forthwith.

11.3 The Independent Team of Engineers shall obtain, and the Developer shall furnish in two copies thereof, all communications and reports required to be submitted, under this

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Agreement, by the Developer to the Independent Team of Engineers, whereupon the Independent Team of Engineers shall send one of the copies to CDA along with its comments thereon.

- 11.4 The Independent Team of Engineers shall retain at least one copy each of all documents received by it and keep them in its safe custody.
- 11.5 Upon completion of its assignment hereunder, the Independent Team of Engineers shall duly classify and list all documents, results of inspection and other relevant records, and hand them over to CDA or such other person as CDA may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in USB drive form or in such other medium as may be acceptable to CDA.

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## ANNEXURE II: COVER LETTER

(On the letter head of Bidder)

Dated:

The Secretary  
Cuttack Development Authority (CDA)  
ArunodayaBhawan, Link Road,Cuttack -12,  
Tel: (0671) 2312299

**Subject:** Appointment of Independent Team of Engineers for implementation of Affordable Housing Project at Naranpur, Cuttack Project being executed through PPP mode

Dear Sir,

With reference to your RFP document dated , I/we, having examined the RFP and understood its contents, hereby submit our proposal

1. The technical and financial proposals are unconditional and unqualified.
2. All information provided in the proposal and in the Appendices is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/ We shall make available to the Client any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of the Client to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by the Client.

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- b. I/ We do not have any conflict of interest in accordance with Clauses 2.2 of the RFP document;
  - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State;
  - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.6 and Clause 6 of the RFP document.
  9. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
  10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
  11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
  13. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Client of the same immediately.
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14. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Client in connection with the selection of Consultant or in connection with the Selection Process itself, in respect of the above mentioned Project.
  15. The Bid Security of Rs.2,00, 000/- (Rupees Two Lakh) in the form of demand draft, in accordance with the RFP document.
  16. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
  17. We agree to keep this offer valid for 180 days from the proposal Due Date specified in the RFP.
  18. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Annexure IV.
  19. We certify that we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
  20. We, \_\_\_\_\_ (Bidder's name) herewith enclose the Financial Proposal as Annexure XI for selection of my/our firm as Consultant.
  21. We agree and undertake to abide by all the terms and conditions of the RFP document.
  22. We certify that we are owning the minimum measuring instruments specified in the RFP and calibration certificate is not more than one year old.
  23. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorized signatory)

(Name and stamp of Bidder)

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**ANNEXURE III: STATEMENT OF LEGAL CAPACITY**

*(To be forwarded on the letter head of the Bidder)*

Ref.

Date:

The Secretary  
Cuttack Development Authority (CDA)  
ArunodayaBhawan, Link Road,Cuttack -12,  
Tel: (0671) 2312299

Dear Sir,

**Sub:** Appointment of Independent Team of Engineers for implementation of Affordable Housing Project at Naranpur, Cuttack Project being executed through PPP mode

We hereby confirm that we, the Bidder , satisfy the terms and conditions laid down in the RFP document.

We have agreed that **(insert individual's name)** will act as our Authorized Representative and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

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**ANNEXURE IV: POWER OF ATTORNEY**

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "**Authorized Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for "Appointment of Independent Team of Engineers for implementation of Affordable Housing Project at Naranpur, Cuttack Project being executed through PPP mode" in response to the RFP floated by the Client including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Client, and, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED  
THIS POWER OF ATTORNEY ON THIS.....DAY OF, 2020

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

(Signature, name, designation and address of the Attorney)

*Notes:*

- 1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

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executant(s) and when it is so required the same should be under common stamp affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.

2) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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**ANNEXURE-V**

**Details of Bidder**

**(To be submitted on Letterhead of Bidder)**

1a) Name:

b) Date of Incorporation/Commencement:

2. Brief Description of Company including details of its main line of Business

3. Shareholding of the Bidder

4. List of Directors:

5. Details of Individual who will serve as the point of contact/communication to Client:

a) Name:

b) Designation:

c) Company:

d) Address:

e) Telephone No:

f) Email Address:

g) Fax Number:

6. Particular of Authorized Signatory of Bidder:

a) Name:

b) Designation:

c) Address:

d) Telephone No.:

e) Email Address:

f) Fax No:

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**ANNEXURE-VI**

**Financial Qualification of Bidder**

<b>SL No</b>	<b>Financial Year</b>	<b>Total Annual Turnover (Rs. Lakhs)</b>	<b>Annual Turnover (Rs. Lakhs) From Consultancy Business in Real Estate / Construction Sector</b>
1	2017-2018		
2	2018-2019		
3	2019-2020		

**Statutory Auditor**

**Name of Audit Firm:**

**Seal of Audit Firm:**

**Name of Partner:**

**Membership No:**

**Contact No:**

**Address:**

**Note:**

The Bidder shall attach copies of the Balance Sheets, financial statements certified by Chartered Accountant in Practice with his registration no for each financial year. The bidder will submit Statutory Audit Report for each year reflecting annual turnover of Consultancy Business for each year.

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## ANNEXURE VII

### Project Experience Details of Completed Eligible Housing Projects

(Following Tables shall be filled in by Bidder)

<b>S L N o</b>	<b>Eligible Assignme nt Name, Location &amp; Brief Descripti on of Project (number of units)</b>	<b>Start and Completi on Date</b>	<b>Name of Client, Address, Key Contact Person (name, designati on and contact details including number and email)</b>	<b>Approve d Project Cost (INR Crores) - (Value of Project, (excludi ng cost of land)</b>	<b>Approxim ate Contract fee Value in INR Lakhs</b>	<b>Role of Bidder in Eligible Assignme nts (Brief Descriptio n of role, deliverabl es/ inputs)</b>	<b>Whether as Lead Bidder or Consortiu m Partner</b>
1							
2							
3							

\*add rows as necessary

#### **Name & Signature of Authorized Signatory**

- For each Eligible assignment, the Bidder should indicate the duration of the assignment, the Contract Amount, the amount paid to bidder) and the bidders role and involvement.
- Bidders are expected to provide information in respect of Eligible Assignment
- For each assignment bidder should provide supporting proof of self-attested work order/contract copy, completion certificate.
- Experience as minor bidder will not qualify for evaluation

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**ANNEXURE-VIII: CV OF KEY PERSONNEL**

A.

<b>SL No</b>	<b>Position</b>	<b>Name of the Expert</b>	<b>Qualification</b>	<b>Year of Relevant Experience (as required for Key Personnel) in years</b>	<b>Details of Eligible Projects</b>
1	Project Manager / Team Leader				
2	Senior Architect				
3	Junior Architect				
4	Project Engineer - 1 (Civil)				
5	Project Engineer - 2 (Civil)				
6	Project Engineer - 3 (Civil)				
7	Project Engineer - 4 (Civil)				
8	Project Engineer - 5 (MEP)				
9	Project Engineer - 6 (MEP)				

### B.CV of Key Position

1	Proposed Position			
2	Name of Firm			
3	Name of Staff			
4	Date of Birth			
5	Nationality			
6	Education	Degree	Institution	Year
7	Professional Memberships			
8	Other Training & Publications			
9	Countries of Work Experiences			
10	Language	Speak	Write	Read
11	Employment Record	From :		Position Held
		To:		
	Employer Name & Address with Contact No			
	Detail task assigned as per TOR			
	Details of Projects Handled(to be provided for all the eligible projects)	<ul style="list-style-type: none"> <li>• Name:</li> <li>• Location:</li> <li>• Client name:</li> <li>• Description of Project:</li> <li>• Project Duration-Start Date: End Date:</li> <li>• Project Cost (INR Crores):</li> <li>• Role performed on the project</li> </ul>		

(Signature and name of the Key Personnel and authorized signatory of the Bidder)

**Notes:**

- Use separate form for each Key Personnel
- CV shall be signed and dated by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm.



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**ANNEXURE-IX: LEGALLY BINDING SIGNED DECLARATION OF UNDERTAKING**

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of India.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of India.

Signature of the authorized representative of Bidder

Place:

Date:

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## ANNEXURE X: SALIENT ASPECT OF TECHNICAL PROPOSAL

The salient aspects of the technical proposal shall be described as follows:

### 1. Clarity on Completeness of Bids

The bid for services must take full account, in content and form, the terms of reference and the conditions of the bid for services in the request for proposal. All the components of the bid for services that are required must be presented. Clarity in the bid means a clear structure, text statements supported with appropriate tables, lists and other editorial aids in accordance with the complexity of the terms of reference, and a balanced use of annexes to keep the main text clear and precise. If there are minor omissions in relation to the terms of reference, points will be deducted. Omissions that considerably restrict comparison with other bids can cause the bidder to be excluded.

### 2. Approach & Methodology, Work Plan & Manning Schedule

The bid for services must present the methodological approach and the programme of work in such a way that their suitability in regard to the terms of reference can be assessed and they can be compared with other qualified bids. This includes a statement of the work organization planned, staff to be hired, approach and methodology towards executing the required work and coordinating between CDA and the Developer etc. If there is an evident and considerable discrepancy between the terms of reference and the quantities given, the bid will not be considered. The text should state clearly how the task is to be proposed to be undertaken and the deployment schedule of staff. In case the key staff is to be supported by additional staff, the same shall be reflected in the approach and methodology. The work plan and manning schedule shall be provided in the form of bar chart. It must be supplemented with diagrams, tables and in case of complex work, appropriate graphics.

**The approach and methodology to be covered under the following heads:**

- a. Understanding of the scope of work
- b. Project appreciation
- c. Proposed methodology of Consultant for undertaking the assignment
  - i. Deployment of staff and logistics – local staff stationed in Cuttack and out-of-station staff
  - ii. Technical approach

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- iii. Methodological framework for project execution and undertaking required scope of work
  - iv. Any other aspect proposed for project execution

### **3. Comments on Term of Reference**

In this section, the bidder shall comment on the following

- i. Adequacy of the Terms of Reference in fulfilling the project objectives
- ii. Timeline proposed for various milestones of the assignment and the support required for adhering to the timelines
- iii. Problems that are likely to be encountered during the assignment and the mitigation measures

The proposal should cover the above three aspects.

**The Key Expert shall make a presentation on the proposal approach for undertaking the assignment and also demonstrate their capability to undertake the tasks proposed. Power point Presentation shall be made only by key Expert. Any other representative of the Bidder shall not be permitted to make the presentation**

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## ANNEXURE XI: FINANCIAL PROPOSAL

(On the letter head of Bidder)

“Appointment of Independent Team of Engineers for implementation of Affordable Housing Project at Naranpur, Cuttack Project being executed through PPP mode”

Having gone through the RFP and having fully understood the scope of work for the Project as set out in the TOR, we are pleased to quote the following Professional fees for the Assignment as per the specified scope of Work:

<i>Particulars</i>	<b>Total Consultancy Fees (Rs.) In figures</b>	<b>Total Consultancy Fees (Rs.) in words</b>
Consultancy fee proposed for role of Independent Team of Engineers for implementation of Affordable Housing Project at Naranpur, Cuttack Project being executed through PPP mode		
GST as applicable @ ____%		
<b>Total Contract Value In Rs.</b>		

Signature of authorized representative of the Bidder

Note:

1. The Financial Proposal is inclusive of all out pocket expenses which may be incurred towards travel, accommodation, documentation and communication, during the period of assignment.
2. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
3. The breakup of expenses shall be provided by Bidder as given below.
4. The Financial Proposal is inclusive of all applicable tax
5. In cases wherein there is reasonable extension of timeline due to delay, the selected bidder shall carry out the services as per the proposed rate in the financial proposal and the man-month required for same shall be ascertained by the Client.

**(We understand you are not bound to accept any proposal you receive)**

**Cost Estimation of Services (only for reference)**

**Contract to be operated on lump sumpfee quoted basis.**

### I. Remuneration of Staff

Staff	Name	Man month rate (Rs.)	Working days (month)	Total cost (Rs.)
Team Leader/Project Manager			30 Month	
Senior Architect			18 Month	
Junior Architect			30 Month	
Project Engineer, Civil-1 <sup>st</sup>			Minimum 12 Months	
Project Engineer, Civil-2 <sup>nd</sup>			Minimum 12 Months	
Project Engineer, Civil-3 <sup>rd</sup>			Minimum 12 Months	
Project Engineer, Civil-4 <sup>th</sup>			Minimum 12 Months	
Project Engineer, MEP-5 <sup>th</sup>			Minimum 12 Months	
Project Engineer MEP 6 <sup>th</sup>			Minimum 12 Months	
Other staff proposed for the assignment				
		<b>Subtotal Staff</b>		

### II. Direct expenses

Expenses	Rs.
Cost of survey and field investigation expenses	
Printing and stationery	
Other expenses (please specify)	
<b>Sub total (Direct Expenses)</b>	

### III. Out of pocket expenses

Expenses	Rs.
Room rent	
Air fare	
Other travel and local conveyance expenses	
Lump sum miscellaneous expenses	
<b>Subtotal (out of pocket expenses)</b>	

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## Annexure XII: Format of the EMD

(To be executed on stamp paper of appropriate value)

B.G. No. [\_\_\_]

Dated:

1. In consideration of you, Cuttack Development Authority (referred to as **CDA**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [*insert name of Bidder*] with its registered office at [*Insert Address*] (referred to as the **Bidder** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for selection of Independent Team of Engineers for Affordable Housing Project at Naranpur, Cuttack, pursuant to the Request for Proposal dated [\_\_\_] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [\_\_\_] and one of its branches at [\_\_\_] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to CDA an amount of Rs. [\_\_\_] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
1. Any such written demand made by CDA stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of CDA is disputed by the Bidder or not, merely on the first demand from CDA stating that the amount claimed is due to CDA by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
  - i. If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
  - ii. If a Bidder is disqualified in accordance with Clause 2.12;
  - iii. If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 5 of the RFP.
  - iv. If a Bidder is declared the first ranking Bidder and it:
    - (i) withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder

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- shall not be construed as withdrawal of proposal by the first ranked Bidder;
- (ii) fails to furnish the Performance Security in accordance with Clause 2.182 of the RFP;
  - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
  - (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
  - (v) (e) fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

- 3. This Guarantee shall be irrevocable and remain in full force till the validity of the Proposal, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.

If the Bidder is declared as the Consultant, then the validity of the EMD of such Bidder shall be extended until the date on which the Consultant submits the Performance Security. The EMD of the Consultant will be returned upon the Consultant furnishing the Performance Security.

- 4. We, the Bank, further agree that CDA will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 3 above. The decision of CDA that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between CDA and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- 5. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 6. In order to give full effect to this Guarantee, CDA will be entitled to treat the Bank as the principal debtor.
- 7. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
- 8. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or CDA):

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- (a) any time or waiver granted to, or composition with, the Bidder or any other person;
  - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
  - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
  - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or CDA under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
  - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).
9. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
  10. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
  11. It shall not be necessary for CDA to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which CDA may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
  12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of CDA in writing.
  13. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
  14. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [\_\_\_]. The Bank will be liable to pay the amount or any part of the Guarantee only if CDA serves a written claim on the Bank in accordance with clause



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11 of this Guarantee, on or before ..... (Indicate date corresponding to the Proposal validity period).

15. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. .... its ..... and authorised official.

(Signature of the Authorised Signatory)

**(Official Seal)**

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